

1 THE HONORABLE JOHN C. COUGHENOUR
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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 AMAZON.COM SERVICES LLC,

11 Petitioner,

v.

12 INDECOR HOME CO, *et al.*,

13 Respondents.

14 CASE NO. C22-1560-JCC

ORDER

15 This matter comes before the Court on Petitioner's unopposed motion to confirm
16 arbitration (Dkt. No. 1). Having thoroughly considered the briefing and the relevant record, the
17 Court finds oral argument unnecessary and hereby GRANTS the motion for the reasons
18 explained herein.

19 On February 13, 2020, Petitioner filed a demand for arbitration against Respondents
20 Indecor Home Co. and Prime Traders Corp.¹ (Dkt. No. 1 at 2.) The demand asserted claims for
21 breach of contract, common law fraud, negligent misrepresentation, and violation of the
22 Washington Consumer Protection Act. (*Id.* at 3.) Arbitrator Melvyn J. Simburg issued a final
23 award to Petitioner on April 20, 2022, after Respondents failed to appear in the arbitration
24 proceedings. (*Id.* at 3.) Petitioner filed a petition to confirm arbitration with this Court on

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26 ¹ This demand was made in accordance Petitioner's Vendor Terms and Conditions, which
Respondents agreed to when registering a vendor account with Petitioner. (See Dkt No. 2-1 at 5.)

1 November 3, 2022. (Dkt. No. 1.) The Court ordered Petitioner to file proof of service of its
2 petition on Respondents. (Dkt. No. 6.) Petitioner did so via e-mail and by regular mail to a PO
3 Box, (Dkt. No. 14), pursuant to this Court's order permitting such alternative service (Dkt. No.
4 12).

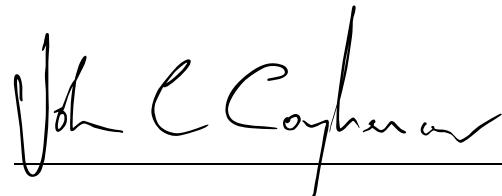
5 Under the Federal Arbitration Act (FAA), the Court must grant an order confirming an
6 arbitration award brought within a year of its finalization "unless the award is vacated, modified,
7 or corrected" under the terms of the statute. 9 U.S.C. § 9. The Court's review of an arbitration
8 award is narrow, and is limited to correcting a technical error, striking portions of an award
9 unrelated to the subject of the arbitration, or vacating an award when it "evidences affirmative
10 misconduct in the arbitral process or the final result or that is completely irrational or exhibits a
11 manifest disregard for the law." *Kyocera Corp. v. Prudential-Bache Trade Services, Inc.*, 341
12 F.3d 987, 997–98 (9th Cir. 2003).

13 Petitioner's motion was filed within a year of the finalized arbitration award. None of the
14 conditions permitting vacation, modification, or correction of the award are present here.
15 Respondents raise no argument to the contrary; they have not appeared in this proceeding and
16 have not opposed Petitioner's motion.

17 The motion to confirm the arbitration award (Dkt. No. 1) is GRANTED.

18 DATED this 19th day of April, 2023.

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John C. Coughenour
UNITED STATES DISTRICT JUDGE